



**STATE OF ARKANSAS**

**DEPARTMENT OF HUMAN SERVICES (DHS)**

**DIVISION OF CHILDREN AND FAMILY SERVICES**

**REQUEST FOR PROPOSALS**

**CFS RFP #2016-03**

**for**

**RESPIRE CARE**

**Date Issued:**

**March 2, 2015**

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## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is as follows:

The Division of Children and Family Services (DCFS) desires to purchase Respite Care Services for the Division's client families in order to prevent a disruption in a foster family, an adoptive family, or a biological family. Additional family benefits include the following: allowing the family to engage in daily activities thus decreasing their feelings of isolation; providing the family with rest and relaxation; improving the family's ability to cope with daily responsibilities; maintaining the family's stability during crisis situations; helping preserve the family unit by decreasing the pressures that might lead to divorce, institutionalization, abuse and/or neglect; and making it possible for people to establish an individual identity and enrich their lives.

#### **1.2 Scope of Service**

Respite Care is continuous out-of-home care of children. Services are intended to sustain the foster family, adoptive family, or biological family and maintain the child's placement by providing time-limited and temporary relief from the ongoing responsibility of daily care. Due to the temporary nature of respite care, services will need to be in close proximity of the child's family (foster, adoptive or biological). The contractor will allow and encourage visitation between the child and the family.

The contractor will plan or provide respite care in response to a family crisis within one hour of receipt of a request from the Division of Children and Family Services if needed or later as appropriate. The contractor will be expected to provide transportation for the children in Respite Care as needed.

Services will be provided as indicated in the Performance Indicators.

#### **1.3 Contract Duration**

Work will be done within the constraints of a professional service contract with a proposed effective period of July 1, 2015 through June 30, 2016.

The contract may be extended for up to four (4) additional years, contingent upon approval by the Division/Office review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

## **SECTION 2**

### **RFP SCHEDULE OF EVENTS**

#### **2.1 RFP Schedule of Events**

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

<b>Event</b>	<b>Date</b>
RFP issued	March 2, 2015
Due date and time for written questions	March 10, 2015
Due date for answers to questions	On or about March 11, 2015
Closing date and time for receipt of proposals	March 13, 2015 12:00 noon (CST)
Date for opening of proposals	March 13, 2015 12:30 (CST)
Completion of proposal evaluation and potential awardee selection	On or about March 27, 2015
Anticipation of Award letter posted	On or about April 3, 2015
Contract start (Subject to State approval)	July 1, 2015

## **SECTION 3**

### **GENERAL REQUIREMENTS AND INFORMATION**

#### **3.1 Issuing Officer**

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Children and Family Services (DCFS), (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Margurite Al-Uqdah  
Department of Human Services  
Division of Children & Family Services  
P.O. Box 1437, slot S561  
Little Rock, AR 72203  
Phone: 501-682-8743, FAX: 501-683-1201  
[Margurite.aluqdah@dhs.arkansas.gov](mailto:Margurite.aluqdah@dhs.arkansas.gov)

#### **COMMERCIAL MAILING DELIVERY ADDRESS:**

112 W. 8<sup>th</sup> Street, Slot S561  
Little Rock, AR 72201

#### **3.1.1 Area(s)**

The Division is interested in considering proposals for all 10 DCFS areas. See **Attachment G** to this RFP for a complete listing of DCFS areas and counties.

#### **3.2 Questions**

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their **written questions** to the Issuing Officer identified in **Section 3.1**. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. **Questions received after the due date and time will not be answered.**

The Issuing Officer will, by the date specified in **Section 2.1**, post written responses on the DHS website for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

#### **3.3 Proposal Submittal**

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The respondent shall certify on the State of Acknowledgement (**Attachment B**) that the proposal remains valid through the evaluation, selection, and contract period. Respondent must submit one original hardcopy and three copies of the proposal. Respondent must also submit the proposal on a disk in PDF format. **Due to the Department of Human Services Policy, a flash drive cannot not be accepted.** If the technical proposal contains material that is considered confidential by the respondent, the respondent must submit a second disk of the proposal with the confidential information redacted. Disk must clearly be identified as the redacted version.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.**

**THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

**See Section 4 for Proposal Requirements.**

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

### **3.4 Proposal Preparation Costs**

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

### **3.5 Opening of Proposals**

The Division/Office will publicly open proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

### **3.6 Acceptance of Proposals**

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

### **3.7 Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

### **3.8 Disposition of Proposals**

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the Technical or Cost proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in PDF readable format with that material redacted. (Submit one disk for the Technical proposal and a separate disk for the Cost proposal, if both have material to be redacted.) In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See **Section 4.1**.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

### **3.9 Subcontracting**

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

### **3.10 Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander or a service-disabled veteran as designated by the United States Department of Veterans Affairs". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

### **3.11 Independent Price Determination**

Respondent shall arrive at the Cost Proposal (price) independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. Should a conflict of interest be detected at any time during the contract period, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

### **3.12 Prohibited Solicitation**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall



have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **3.13 RFP Amendments**

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post any amendments, addenda, and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

### **3.14 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, properly authorized, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

### **3.15 Respondent's Contact Person**

Respondent shall provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

### **3.16 Anticipation of Award**

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.

### **3.17 Awarding of Contract**

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

It is the intent of the State to award contract(s) as sole source should the State not receive a responsible, response to the solicitation. The sole source contract(s) will be for (1) year with the option to amend to extend for four (4) additional years.

The Division/Office reserves the right to award multiple contracts.

### **3.18 Notification**

Upon completion of the proposal evaluations, DHS will send notification of results to all respondents.

### **3.19 Certification Prior to Award**

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: [http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html).

### **3.20 Rules of Procurement**

Any actual or prospective respondent, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen calendar days after the actual or prospective respondent, offeror, or contractor knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

### **3.21 Restriction on Communications with State Staff**

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

### **3.22 Equal Employment Opportunity Policy**

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the contractor. The respondent may submit its EEO policy as a hard copy accompanying his/her response to this solicitation or in electronic format to DHS at the following e-mail address: [margurite.aluqdah@dhs.arkansas.gov](mailto:margurite.aluqdah@dhs.arkansas.gov). DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all contractors' EEO policies received. The submission by the successful respondent is a one-time requirement but contractors are responsible for providing updates or changes to their respective policies as necessary. Contractors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

## **SECTION 4**

### **PROPOSAL REQUIREMENTS**

#### **4.1 General Proposal Requirements**

Proposal shall include **one original and 3 hard copies** of the **Technical Proposal** responsive to the terms of the RFP. In addition, the respondent shall include **1 electronic copy (disk) of the Technical Proposal** in PDF readable format. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL.**

**NOTE:** If the Technical Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Technical Proposal (a 2<sup>nd</sup> disk) in PDF readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See **Section 3.8.**

Proposal shall also include **one (1) original Cost Proposal and one copy (both hard copies)** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**. Cost and Technical proposals submitted electronically must be on separate disks. In addition, the respondent shall include **1 electronic copy (disk) of the Cost Proposal** in PDF readable format

**NOTE:** If the Cost Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Cost Proposal (disk) in PDF readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

**THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

The proposals shall be received by the Division/Office by the date and time identified in **Section 2.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. Respondent shall certify on the Statement of Acknowledgement (**Attachment B**) that the proposal remains valid through the evaluation, selection, and contract period.

**RFP Section 4.2** provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized,

and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

**Proposals may be hand delivered to:**

Ark. Dept. of Human Services  
Div. of Children and Family Services  
700 Main Street (corner 7<sup>th</sup> and Main St.)  
Little Rock, Arkansas  
5<sup>th</sup> floor, Work station 5131

**OR mailed by United States mail to:**

Ark. Dept. of Human Services  
Div. of Children and Family Services  
ATTN: Contracts Management Unit  
P.O. Box 1437, Slot S561  
Little Rock, AR 72203

**OR mailed by commercial mail to:**

Ark. Dept. of Human Services  
Div. of Children and Family Services  
ATTN: Contracts Management Unit  
112 W. 8<sup>th</sup> Street, Slot s561  
Little Rock, AR 72201

## **4.2 Technical Proposal Requirements**

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.2** (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment C** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet (**Attachment D**)
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

**The Technical Proposal must include the following attachments:**

**1) A completed, signed, and dated Statement of Acknowledgement (see Attachment B)**

**NOTE: Respondent shall submit one original and three (3) hard copies of the Technical proposal and required attachments and 1 original and copy of the Cost Proposal. Proposals (technical and cost) shall also be submitted on a disks in PDF format. If respondent is submitting information that is confidential, a second disk needs to be submitted with confidential information redacted.**

**2) Equal Employment Opportunity policy (or statement that you do not have one).**

**3) Licensure and resumes of all who will work under the contract.**

**4) Business entity paperwork from the Secretary of State's Office stating your business entity.**

**5) Vendor number or application for one.**

**6) If using subcontractor(s), agreement between the respondent and subcontractor(s) stating their willingness and ability to perform the work stated in this RFP. (See Section 4.2.3)**

**7) Three letters of recommendation/support on letterhead, dated no later than 6 months from the date of submittal of the proposal. IF subcontractor(s) are used, 3 letters for them as well.**

A Tax Identification Number must be inserted on Attachment B. A social security number will not be accepted.

**RESPONDENTS SHALL SEAL THEIR PROPOSALS AND SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

#### 4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent, area, and the counties (or statewide if applicable), for which the proposal is addressed. **Attachment E** to this RFP illustrates the required information for the coversheet. The coversheet will be the first visible sheet of the proposal.

#### 4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

#### 4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE TECHNICAL PROPOSAL, INCLUDING THE STATEMENT OF ACKNOWLEDGEMENT.**
- Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State’s office.
  - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  - The scope of work to be performed by the subcontractor;
  - The subcontractor’s willingness to perform the work indicated;
  - The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price. **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

#### **4.2.4 Disclosure of Litigation**

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

#### **4.2.5 Executive Summary**

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent's technical approach and the enhancements proposed for DHS.

The executive summary should include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three pages. The RFP cross-reference pages are not included in this number.

#### **4.2.6 Technical Approach and Solutions to Scope of Service**

The proposal must specify the respondent's plan for meeting the objectives of the contract. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the **Section 1.2** (Scope of Service), and **Attachment C** (Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP

#### **4.2.7 Respondent's Background, Experience, and Qualifications**

##### **4.2.7.1 Background**

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

##### **4.2.7.2 Experience**

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;

- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

#### **4.2.7.3 Qualifications**

The respondent should include the following information for itself and each subcontractor:

- Documentation of licensure (photo static copy) will be included for all licensed personnel working under the contract if awarded.
- Resumes of all working under the contract if awarded.
- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers).

Respite Care will be provided in a residential facility or by a business entity licensed under the Minimum Licensing Standards for Child Welfare Agencies. The contractor must be a corporate entity and cannot be a sole proprietorship or partnership.

Contractor will specifically train respite caregivers using the criteria for Residential Child Care Facilities, as set out in the Minimum Licensing Standards for Child Welfare Agencies (**Attachment E**). All persons providing transportation must have a valid Arkansas driver's license and liability insurance as required by state law.

If the Respondent has been a provider of the Department of Human Services in the past, they must be a provider currently in good standing.

Minimum requirements are applicable to subcontractors and subcontracted services.

#### **4.2.7.4 Past Performance**

In accordance with provisions of the State Procurement Law and Regulations, R2: 19-11-230(b), DHS MAY use the past performance of a respondent to determine whether the respondent is "responsible", IF that past performance is supported by documentation that is not greater than three years old and IF that documentation is on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, Vendor Performance Report, memo (signed and dated), or any other appropriate authenticated notation of performance.

#### 4.2.8 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP. **Resumes and licenses shall be submitted for all key personnel proposed to work under the contract if awarded.** The respondent must certify that all personnel named in its proposals shall actually work on the contract in the manner described in their proposal. No changes, substitutions, additions, or deletions shall be made unless approved in advance by the Issuing Officer. In addition, these individuals shall continue for the duration of the contract, except in the event of resignation, termination, or the request of DCFS. In such event, the substitutions with DCFS approval shall be made within thirty (30) days of notice of departure.

#### 4.2.9 Compliance with the State Shared Technical Architectural Program

The respondent solution must comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>.

Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### 4.2.10 Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

#### 4.2.11 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing:
- Balance sheet
- Auditor's reports

#### 4.3 Cost Proposal Requirements

**Cost Proposal MUST be submitted under separate cover from the Technical Proposal and BOTH MUST be sealed. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

The Cost Proposal shall contain the items identified below. Failure to include these items may result in rejection of the proposal at the discretion of the Division/Office.

**The cost proposal must include the following attachments:**

- 1. Arkansas vendor number or proof of application for one.**
- 2. Proposed rate and justification**
- 3. Statement that the price was arrived at independently without collusion, consultation, communication, or agreement. Respondent must sign statement.**



### 4.3.1 Independent Price Determination

The respondent shall certify on the Statement of Acknowledgement (**Attachment B**) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor as described in **Section 3.11**.

### 4.3.2 Price

Services provided under this contract will be reimbursed based on the following method: Final Negotiated Rate.

Respondent shall submit a daily rate. A justification will accompany each proposed rate and is subject to negotiation with DCFS prior to the contract beginning. The proposed daily rate shall include the cost of transportation. Transportation will not be reimbursed separately.

The contractor will verify availability of funding prior to accepting child for placement. Invoicing for services rendered without proper authorization are subject to denial by the Division of Children and Family Services. Payment will be made after services are rendered. No payment will be made prior to delivery of services.

**Contractor will monitor monthly expenditures of services. Contractor will not exceed the total liability of the contract without prior approval from the Program Manager. Any billing for services that exceed the contract's total liability will not be paid unless prior approval has been granted by the Program Manager. Contract liability will be based on the needs in each county. This determination will be made at the sole discretion of DCFS.**

The rate included in the proposal will be the rate for the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal will be the price for the period of the initial award as specified in Section 1.3. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.**

Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ <https://dhs.arkansas.gov/dcfs/pie/login.aspx>. Billing must be signed by an authorized agent or designee for the provider. Invoices along with the certification of compliance should be submitted to the DCFS CPS Central Office Unit by the 10<sup>th</sup> day of the month. If the 10<sup>th</sup> day is on a weekend, billing is due no later than the following Monday. Only original signed invoices will be accepted.

Contractor will not receive any other payment.

The Contractor must be responsible for the reporting of funds received through the Department of Human Services and, the payment of all required federal and state taxes accrued through said contract.

### 4.3.3 Vendor Number and IRS Form W-9

Vendor must include a Tax Identification Number (TIN) on the Statement of Acknowledgement (**Attachment B**). **A social security number will not be accepted.** Respondent shall submit a signed W-9 which shall include a TIN and the name of the business entity as listed with the Secretary of State office and the IRS. If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number and submit a signed IRS form W-9 before the contract is signed. **The respondent shall submit the vendor or, proof of application for the vendor number with the Technical Proposal.** Information and necessary forms to obtain a vendor number can be found on the following website:

<http://www.ark.org/vendor/index.html>

## **4.4 Mandatory Requirements**

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

**4.4.1** Technical and cost proposals must be received by time and date specified in **Section 2.1**.

**4.4.2** Technical proposal must include one original and the number of hard copies as specified in **Section 4.1**.

**4.4.3** Technical proposals and the original cost proposal must be submitted separately, sealed, and clearly labeled, as indicated in **Section 4.1**.

**4.4.4** Statement of Acknowledgement must be reviewed and signed in ink by individual authorized to legally bind the respondent, as specified in **Section 4.2.3**

## **SECTION 5**

### **EVALUATION AND CONTRACT SELECTION**

#### **5.1 Proposal Evaluation Process**

The proposals will be evaluated in phases.

##### **5.1.1 Evaluation of Mandatory Requirements**

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

##### **5.1.2. Evaluation of the Technical Proposals**

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

##### **5.1.3 Evaluation of the Cost Proposals**

The third phase is an evaluation of, and awarding of points for, the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

The number of points awarded to each Cost Proposal will be determined by the following mathematical formula:

$$\frac{\text{Lowest proposed cost for evaluation}}{\text{Proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of Cost Proposal being evaluated}$$

#### **5.1.4 Ranking Proposals**

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal to the points for the Cost Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

## 5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under “Criteria”. The maximum points possible for each criterion are indicated in the column entitled “POSSIBLE POINTS”.

CRITERIA	POSSIBLE POINTS
Respondent’s experience in providing Respite Care	80
Respondent’s Background	80
Respondent’s Qualifications	90
Respondent’s Approach to Scope of Work	150
<b>SUBTOTAL POINTS FOR TECHNICAL</b>	<b>400</b>
<b>POINTS FOR COST</b>	<b>100</b>
<b>Total Possible Points</b>	<b>500</b>

## 5.3 Contract Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

## ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

### **PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

#### **Legal Considerations**

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

#### **Financial Terms of the Contract**

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

\***Reimbursement Method:** (Select from the drop-down)

\*\***Payment Limitations:** (Select from the drop-down)

**\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

**Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions:** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### **Term of the Contract**

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

#### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### **Termination Claims**

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### **Contractor**

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the
- performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution



and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.

- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

### **Force Majeure**

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 © (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

### **Confidentiality of Information**

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

### **Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

### **Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

### **Subcontracts**

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:  
Failure to make any disclosure required by Governor's Executive Order 98-04,  
or any violation of any rule, regulation or policy adopted pursuant to that Order,  
shall be a material breach of the terms of this subcontract. The party who fails to  
make the required disclosure or who violates the rule, regulation, or policy shall  
be subject to all legal remedies available to the contractor.

### **Audit Requirement:**

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services Office  
of Chief Counsel Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

### **Indemnification**

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.

- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

### **Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

**Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

**Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

**Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

**Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

**Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

**State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

**DHS Policy 5005**

Contractor shall comply with DHS Policy 5005 prior to implementation of any Information Technology (IT) Systems Secure Development and Testing Training.

**Technology Access**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas

through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 *et seq.*, as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

### **Employee Background Requirements**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to

individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

#### **Prohibition against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

#### **Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

#### **Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

#### **Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

#### **Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

#### **Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

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(address)

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Attention: \_\_\_\_\_

(name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

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(address)

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Attention:

---

(name of Department contact person)

### **Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

### **Certification Regarding Lobbying:**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

### **Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

### **Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well

as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.



## ATTACHMENT B STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION #:	EMAIL ADDRESS		
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies: <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership <div style="text-align: right;">Yes <input type="checkbox"/>    NO <input type="checkbox"/></div>

**PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:**

NAME:	TITLE:
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**PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:**

NAME:	TITLE:
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**CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):**

NAME:	ADDRESS:
OFFICIAL TITLE:	

• Does this proposal contain confidential information? If "Yes", submit a redacted copy on a disk and explain on an attachment. YES <input type="checkbox"/> NO <input type="checkbox"/>
• Has this respondent previously contracted with AR Department of Human Services (DHS)? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent intend to offer services through a subcontractor? YES <input type="checkbox"/> NO <input type="checkbox"/>
• If services are to be provided by a subcontractor, are the required statements attached? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does this proposal contain the required number of copies of the proposal and, a disk in the required format and ,containing all required information? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Has the respondent refrained from including pricing information in the Technical Proposal? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the person signing this Statement certify that he/she is authorized to make decisions as to, and is responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposal? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Have you received any amendments to this RFP? If "YES", how many? _____ YES <input type="checkbox"/> NO <input type="checkbox"/>
• Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES <input type="checkbox"/> NO <input type="checkbox"/>
• Was the respondent's cost proposal arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor? YES <input type="checkbox"/> NO <input type="checkbox"/>

By signature of this form and submission of an application in response to this RFP, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date
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## ATTACHMENT C

### RESPITE CARE

#### Scope of Work

Respite Care is continuous out-of-home care of children. Services are intended to sustain the foster family, adoptive family, or biological family and maintain the child's placement by providing time-limited and temporary relief from the ongoing responsibility of daily care. Due to the temporary nature of respite care, services will need to be in close proximity of the child's family (foster, adoptive or biological). The contractor will allow and encourage visitation between the child and the family.

The contractor will plan or provide respite care in response to a family crisis within one hour of receipt of a request from the Division of Children and Family Services if needed or later as appropriate. The contractor will be expected to provide transportation for the children in Respite care as needed.

Services will be provided as indicated in the Performance Indicators.

## ATTACHMENT C

### ARKANSAS DEPARTMENT OF HUMAN SERVICES

#### PERFORMANCE BASED CONTRACTING

### RESPITE CARE

**NOTE:** These Performance Based Standards are **EXAMPLES ONLY** and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

#### (A) Program Deliverable

Contractor will provide respite care by properly trained staff in a properly license residential facility or business entity.

**Performance Indicator:**

1. Respite care will be provided in a residential facility or by a business entity licensed under the Minimum Licensing Standards for Child Welfare Agencies.
2. Contractor will train respite caregivers using the criteria for Residential Child Care Facilities, as set out in the Minimum Licensing Standards for Child Welfare Agencies.

**Acceptable Performance:**

Contractor provides respite care by properly trained staff and in a properly license residential facility or business entity.

**B) Program Deliverable**

Contractor will provide temporary out-of-home care on a 24 hour a day basis in a family setting to families experiencing a crisis situation or in need of respite from a stressful childcare situation that are referred by DCFS.

1. Contractor will accept referrals from DCFS 24 hours a day, 7 days a week.
2. Contractor will only accept referrals from DCFS County Supervisors, Financial Coordinators, Area Director, or Central Office Staff. A referral form signed by the County Supervisor, Area Director or Central Office staff must be on file. DCFS has the exclusive authority to place youth into respite care services purchased through this contract.
3. Contractor will provide respite care services, if space is available to DCFS clients between the ages of birth to 18 years.
4. Contractor shall not refuse a DCFS referral meeting the admission criteria when a DCFS purchased slot/bed is available, unless the child is determined to be a danger to himself or others.
5. Contractor will provide respite care services, if space is available, within one hour of receipt of request from the Division of Children and Family Services. Exceptions to this must be approved by the DCFS County Supervisor.
6. Contractor will not allow respite care placements to exceed seven (7) days of care per three (3) month period or, 672 hours per fiscal year for any child referred by DCFS. If necessary, DCFS approval may be obtained for an additional (4) days of care in emergency situations. The Program Administrator will grant approval.
7. Contractor will provide a respite placement that meets the child's identified needs, set out in the DCFS case plan.
8. Contractor will ensure that needed medical care for the child (ren) is obtained.
9. Contractor will provide respite care services within the DCFS service area where the child's foster, adoptive, or biological family is located if possible.
10. Contractor will provide visitation between the child and the family upon request by DCFS.
11. Contractor will notify the designated Program Manager in writing when services are suspended for a minimum of 3 consecutive business days due to illness, vacation, personal business, etc. Planned absences must be reported two weeks in advance.

**Acceptable Performance:**

100% compliance with the performance indicators.

**(C) Program Deliverable**

Contractor will provide transportation for children in respite care as needed.

**Performance Indicator:**

1. The contractor will provide transportation for the children in respite care as needed.
2. All persons providing transportation will have a valid Arkansas driver's license and liability insurance as required by state law.

**Acceptable Performance:**

Contractor provides transportation by properly licensed and insurance personnel as need for children in respite care.

**(D) Program Deliverable**

Contractor will invoice monthly on-line through the CHRIS FINANACIAL MODULE, submit a Client Demographic form for each client with the monthly invoice, and submit a certification of compliance with performance indicators monthly.

**Performance Indicator:**

1. The contractor will verify availability of funding prior to accepting a child for placement. Invoicing for services rendered without proper authorization are subject to denial by the Division of Children and Family Services.
2. Contractor shall bill for Respite Care Services ONLY if the child is in their facility at midnight.
3. Contractor will complete the Client Demographic Form and incorporated herein by reference for each client served under the terms of this contract. Contractor will submit a copy of the Client Demographic form per client with monthly billing. An overall demographic summary for the current fiscal year will be submitted with final billing.
4. Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ <https://dhs.arkansas.gov/dcfspie/login.aspx>. Invoices along with the demographic form and certification of compliance should be submitted to the DCFS Area Financial Coordinator by the 10th day of the month. If the 10th day is on a weekend billing is due no later than the following Monday. Only original signed invoices will be accepted.
5. Contractor will submit a certification of compliance with performance indicators along with monthly billing and a program audit may be conducted.
6. Reimbursement shall be made at the daily rate proposed by the respondent and finalized through negotiations.
7. Contractor will monitor monthly expenditures of services. Contractor will not exceed the total liability of the contract without prior approval from the Program administrator. Any billing for services that exceed the contract's total liability will not be paid unless prior approval has been granted by the Program Manager.

**Acceptable Performance:**

Contractor will verify availability of funds; submit invoices, Client Demographic Forms, and certification of compliance with performance indicators in accordance with the performance indicators.

**REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

Rev. 3/6/2011

**ATTACHMENT D**

**Proposal Cover Sheet**

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**Request for Proposal Name and Number**

Circle the DCFS Service Area for which you are proposing: I II III IV V VI VII VIII IX X

Entire Area Yes ☐ NO ☐

**List Proposed Counties Per Area  
(if not entire Area – only)**

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**Respondent's Name**

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**Respondent's Address**

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# **Minimum Licensing Standards for Child Welfare Agencies**



**Child Welfare Agency Review Board  
&  
Arkansas Department of Human Services  
Division of Child Care and Early Childhood Education  
Placement and Residential Licensing Unit**



PUB 04 (R. 01/12)

## **600. Residential Child Care Facilities**

# **600 Residential Child Care Facilities**

*In addition to all standards in Section 100, the following standards shall be met:*

## **601 Admission**

1. Each child welfare agency shall establish written criteria for admitting/excluding children.
2. The agency shall not admit any child for whom the agency cannot provide adequate care.
3. Each child shall have a medical exam no more than sixty days before admission, or scheduled within one (1) week of admission.
4. Age-appropriate immunizations shall be current or scheduled within one (1) week of admission.
5. The residential childcare facility shall attempt, and shall document their attempts, to obtain written verification of the placing agents authority to place the child at the time of admission, or within five (5) working days if an emergency placement.
6. The agency shall obtain written authority for medical care for the child from the parent(s), guardian(s), or court at the time of placement, or within 72 hours in an emergency placement.
7. The facility shall establish that all persons referred for admission are under the age of eighteen (18) years at the time of admission. Residents may remain in the program after reaching age eighteen (18) years with the reason for continued placement documented. The resident must be discharged no later than his/her twenty-first (21) birthday.
8. The facility shall admit a child under age five (5) years only if that child is a part of a sibling group of whom one child is age five (5) years or older, or if it is the summer before the child is eligible to enter kindergarten. Exception is also made for the infant child of a mother who is admitted to the facility.
9. Emergency shelters may admit children under age five (5).
10. Emergency shelters may admit children for a maximum of ninety (90) days. Any child admitted as an emergency placement shall be designated as such and must be discharged within 90 days or admitted as a regular placement.
11. At the time of an emergency admission the following information must be documented in the child's record:
  - a. Name, signature and role or relationship of the person who relinquished the child into care;
  - b. A brief description of the circumstances requiring the emergency admission;
  - c. The date and time of the admission;
  - d. A brief description of the child's history (if known) including behavioral history;
  - e. Any known medical history and known current health conditions.



- f. All medications currently prescribed for the child (if known and available);
  - g. The child's current behavior or known emotional condition.
- 12. When a child under the age of five (5) years is in care, the facility shall evaluate the continued appropriateness of the placement every ninety (90) days and document the evaluation in the child's record.
- 13. Facilities that have an adult program shall provide sleeping, living, transportation, and dining arrangements to ensure separation of adults from children.
- 14. If a facility has been inactive for more than six (6) months, the Licensing Unit shall be notified before children are taken into care.
- 15. If a facility becomes inactive, the Licensing Unit shall be notified within 30 days.

## **602 Intake & Assessment**

- 1. An intake study shall be completed on each child in care within ten (10) working days after admission.
- 2. The intake study shall include the following information from the parent, guardian, custodian, previous placement, or from the child when no other sources of information are available:
  - a. Demographic information on the child and parent(s), including name, address, birth date, sex, race, and religious preference;
  - b. A factual description of the circumstances requiring placement;
  - c. A brief social history of the family;
  - d. The child's current legal status/custody;
  - e. Any history of previous placements outside the family;
  - f. An assessment of services needed to ensure the health and welfare of the child, including medical history and psychological history.

## **603 Case Planning**

- 1. A case plan shall be developed for each resident received for care by a residential facility. The plan shall address the child's needs as identified in the intake study.
- 2. The case plan shall be developed within thirty days after placement.
- 3. The case plan shall be developed after a staffing. If applicable, the parents, foster parents, facility staff, caseworker, social worker or probation officer, and the child shall be invited to the staffing.
- 4. The child's case plan shall contain, at the minimum:
  - a. Specific needs of the child;
  - b. Plan for meeting child's needs;
  - c. Special treatment issues (e.g., psychotropic medications, sexual misconduct, neurological disorders) shall be identified, with a statement of how the special needs shall be met;
  - d. A plan to ensure that the child's educational needs are met according to state law;
  - e. Visitation plan, if applicable;

- f. Date of next review of the case plan, if applicable;
- 5. A copy of the case plan shall be made available to the parent(s), guardian(s), court, or other agencies involved in case plan services delivery.
- 6. The case plan shall be reviewed at least semi-annually, and shall be updated to reflect the child's progress.
- 7. If independence is a goal, the case plan shall include training in independent living skills.

## **604 Children's Records**

- 1. The agency shall keep a confidential case record for each child that includes the following;
  - a. Demographic information;
  - b. Plan of safe care/protection, if applicable;
  - c. A complete intake study;
  - d. Consents, including consent for medical care and authority to place the child;
  - e. Interstate Compact information, if applicable;
  - f. Case plans and case plan reviews;
  - g. Copies of legal documents (e.g., birth certificate, social security card, court orders), or shall document their attempts to obtain the documents;
  - h. Physical exams and immunization records, or shall document their attempts to obtain the documents;
  - i. Psychological reports, if applicable;
  - j. Educational reports, if applicable;
  - k. Disciplinary and incident reports;
  - l. Progress reports;
  - m. Records of visitation and family contacts, if applicable;
  - n. Documentation of casework services and client contact, current to within one (1) month of occurrence;
  - o. Discharge summary.
- 2. Records for each child shall be kept for five (5) years from the date of discharge, unless otherwise specified by Arkansas law.
- 3. A plan of safe care/protection shall be documented for all children with physical limitations, medical conditions, or behaviors that are indicative of harm to self or others; to include, but not limited to: arson, physical/sexual aggression, and/or suicidal or other self harming tendencies. This plan shall identify the behavior/problem, and shall specify the safeguards that are to be implemented. The agency shall document that the direct caregiver(s) are informed of the provisions of the plan and place a copy of the plan in the child's case file.

## 605 Behavior Management

1. The agency shall have a written discipline policy that is consistently followed.
2. Discipline shall be directed toward teaching the child acceptable behavior and self-control.
3. Discipline shall be appropriate to the child's age, development, and history.
4. The following forms of discipline shall not be used:
  - a. Denial of meals, sleep, shelter, essential clothing, or case plan activities;
  - b. Denial of parental visits or regular phone/mail contact with family. Non-disciplinary case planning issues are accepted;
  - c. Lewd or obscene language;
  - d. Derogatory comments about the child, the child's family, race, or gender;
  - e. Restriction to a room for more than a short period of time without periodic observation;
  - f. Locked isolation (psychiatric facilities excepted);
  - g. Physical injury or threat of bodily harm;
  - h. Humiliating or degrading action;
  - i. Extremely strenuous work or exercise;
  - j. Mechanical/chemical restraints (psychiatric facilities excepted).
5. Physical restraint shall be initiated only by trained staff, and only to prevent injury to the child, other people or property, and shall not be initiated solely as a form of discipline.
6. A child shall not be allowed to administer discipline, except teen parents may discipline their own children.
7. Searches of a child or a child's personal property shall be for reasons limited to safety and security of children and staff, in cases of suspected theft, or suspicion of possession of items which are not permitted by agency policy.
8. Any searches requiring removal of clothing shall be done in privacy, and except in foster homes, shall be witnessed by two (2) staff of the same sex as the child.

## 606 Discharge

1. The agency shall discharge a child when the case planning team decides that the child is no longer in need of services or can no longer benefit from services provided by the agency.
2. Except in the case of an emergency discharge, the discharge shall be planned by appropriate agency staff, parent(s), child, and any agency that will offer post-discharge services.
3. The agency may discharge a child on an emergency basis if failure to do so could result in harm to the child, other persons, or significant property damage.
4. A child shall be discharged to the custody of the child's parent or a person with authorization from the parent, guardian or a person authorized by court order to assume custody of the child.

5. The agency shall complete a discharge summary on each child and provide a copy of it to the child's custodian.

## 607 Personnel

1. Child caring staff shall be responsible for providing the level of supervision, care, and treatment necessary to ensure the safety and well being of each child at the facility, taking into account the child's age, individual differences and abilities, surrounding circumstances, hazards and risks.
2. There shall be a staff/child ratio of at least 1:9 during waking hours and at least 1:12 during sleeping hours. If any child is under age six (6) years, the ratio shall be at least 1:7 at all times. Only staff who directly supervises children shall be counted in this ratio. Staff members own children shall be counted in the ratio. *Psychiatric facilities see Section 700.*
3. Agencies that mix children requiring different levels of supervision shall maintain the most intensive staff/child ratio.
4. Child caring staff shall be at least twenty-one (21) years old and have a high school diploma or the equivalent.
5. Assistant child caring staff shall be at least nineteen (19) years old, have a high school diploma or the equivalent, and be under the direct supervision of regular staff.
6. All child caring staff and each member of a houseparent's family older than twelve (12) years shall receive a skin test for tuberculosis upon employment and in accordance with the guidelines set forth by the Arkansas State Health Department, as long as test results remain negative. A person with a positive skin test must provide documentation from a physician every two years certifying that he/she is free from communicable tuberculosis.
7. All children in the household shall have proof of current health immunizations in accordance with the Arkansas Department of Health.

## 608 Staff Training

1. Child caring staff (routinely counted in the staff/child ratio) shall complete pre-service orientation prior to being counted in the staff/child ratio. This training may be counted toward training hours for the first year. This applies to personnel employed on or after January 1, 2011.
2. Pre-service orientation shall include but is not limited to:
  - a. Confidentiality;
  - b. Resident grievance process (psychiatric only);
  - c. Fire and disaster plans;
  - d. Suicide awareness and protocol;
  - e. Behavior management;
  - f. Crisis intervention strategies;
  - g. Agency policies and procedures;
  - h. Child Maltreatment/Mandated Reporter policy;
  - i. Minimum Licensing Standards for Child Welfare Agencies.

3. No staff shall be allowed to participate in a physical restraint until properly trained to do so. Psychiatric facility staff shall be certified in physical intervention.
4. All child caring staff shall have thirty (30) hours of job related in-service or workshop training each year. First aid, CPR, and in-service training at the facility may be included. Part-time staff shall have at least fifteen (15) hours of job related in-service or workshop training each year.
5. Documentation verifying annual training shall be a certificate, letter, or signed statement of completion that is dated and indicates the number of hours, the name of the source, and topic/title.
6. At least one (1) staff currently certified in CPR and First Aid must be able to immediately respond to an emergency.

## 609 Visiting Resources

A visiting resource is defined as a non-related situation in which a visit occurs away from the facility, excluding normal age-appropriate activities such as overnight visit with friends, extra-curricular activities, church activities, or short-term summer camps. A visiting resource who takes a child away from a facility shall meet 2 and 3 (below). A visiting resource who takes the child to the visiting resource's home shall meet all of the following:

1. Documentation and narrative of at least one (1) home visit for evaluation purposes prior to visitation occurring;
2. At least three (3) character references;
3. Documentation of State Police Criminal Record Checks, FBI Criminal Record Checks, if applicable, and Child Maltreatment Central Registry Checks, if available;
4. All members of the household older than twelve (12) years shall receive a skin test for tuberculosis in accordance with the guidelines set forth by the Arkansas State Health Department, as long as test results remain negative. A household member with a positive skin test must provide documentation from a physician every two years certifying that he/she is free from communicable tuberculosis;
5. Narrative of continuing contact and an annual review, in person, of the visiting resource.

## 610 Personal & Medical Care

1. The facility shall provide each child with adequate and nutritious food.
2. The facility shall ensure that each child has sufficient sleep for his/her age and physical condition.
3. Each child shall have a medical exam at least annually. Health exams need not be repeated during the year if a child moves from one facility or agency to another, provided the results of the exam are available to the receiving facility or agency.
4. Each child shall be instructed in good grooming and personal hygiene habits.
5. Each child shall be provided with opportunities for regular recreational activities and exercise.
6. Each child shall be provided with his/her own clothing that is clean, well fitting, seasonal, and appropriate to age and sex, unless otherwise directed by a physician.
7. All medications shall be administered to children by staff according to medical instructions. *Psychiatric facilities see Section 700.*

8. The dispensing of all medications, including over-the-counter, shall be logged at the time the medication is given.
9. Currently prescribed medications belonging to children shall be returned to the parent or custodian upon discharge. *Psychiatric facilities see Section 700.*
10. When psychotropic medications are prescribed by a physician, they shall be used in conjunction with other treatment interventions.
11. The facility shall notify a child's parent(s) or legal guardian and law enforcement immediately after the child is discovered to have run away, and promptly upon the child's return.
12. The parent or guardian shall be promptly notified of any serious illness or injury.

## **611 Education, Work, & Training**

1. The facility shall teach each child the daily living tasks required as a part of living in a group setting, and shall assign only light chores that are age-appropriate.
2. The facility shall safeguard money earned by each child, and shall ensure that each child's earnings are available to that child under staff supervision for personal use.
3. The facility shall not allow a child's outside employment, chores, or extracurricular activities to interfere with the child's time for school, sleep, family visits, or case plan activities.
4. The facility shall not use a child as a substitute for staff.
5. No child shall be allowed to operate machinery or dangerous equipment without proper adult supervision.

## **612 Grounds**

1. The grounds of the facility shall be kept clean and free of safety hazards.
2. The facility shall provide sufficient outdoor recreation space and age-appropriate play equipment to meet the needs of each child in care.
3. Swimming pools shall be inspected and approved annually by the Arkansas Department of Health.

## **613 Buildings**

1. All buildings used by children or staff shall be inspected and approved annually for fire safety as required by authorized fire inspection officials.
2. All buildings used by children or staff shall be inspected and approved annually for health and sanitation as required by the Arkansas Department of Health.
3. All buildings shall comply with local zoning ordinances and land use requirements where those exist.
4. All buildings shall comply with building codes in effect at the time the building was converted to use as a child care facility.
5. All buildings and furnishings shall be maintained in a safe and clean condition.
6. There shall be no more than twelve (12) children in a sleeping unit. Sleeping units sharing the same building shall be separated by a wall, kitchen, dining room, or other such area that gives a sense of

separation. This does not apply to psychiatric treatment facilities.

7. All parts of buildings used as living, sleeping, or bath areas shall have a heating and ventilation system that keep the temperature a minimum of 65 degrees.
8. The facility shall provide a living area that has at least thirty-five (35) square feet of floor space per child. The dining area and indoor recreation area may be included in this space.
9. The facility shall provide a dining room.
10. The facility shall have a kitchen.
11. Manufactured homes, used as residential facilities, shall be tied down and underpinned as required by the Arkansas Manufactured Home Commission. The home shall obtain an inspection and approval from the Arkansas Manufactured Home Commission prior to being licensed.

## **614 Sleeping Arrangements**

The facility shall provide bedrooms for the children that meet the following requirements:

1. There shall be no more than four (4) children per bedroom.
2. There shall be at least fifty (50) square feet of floor space per child in each bedroom.
3. No child age four (4) years or over shall share a bedroom with a child of the opposite sex, except teenaged mothers who participate in the care of their own children.
4. Each child shall have a separate bed with a mattress, sheets, pillow, pillowcase, and adequate cover, all in good condition.
5. Beds shall be positioned to ensure all children can easily exit the room in case of emergency.
6. No child under the age of six (6) shall occupy a top bunk.
7. Bedding shall be changed at least weekly, more often if needed.
8. Each child shall have an area to store personal belongings.
9. Staff sleeping quarters shall be separate from children's sleeping rooms.
10. Room arrangements shall be based on characteristics of the individual resident to ensure the safety of each child.
11. Facilities that admit adult clients shall provide sleeping arrangements to ensure separation of adults from children.

## **615 Bathrooms**

The facility shall provide bathrooms for the children that meet the following requirements:

1. There shall be a separate toilet, bathtub or shower, and sink for each six (6) children.
2. There shall be an adequate supply of hot and cold running water.
3. The bathroom shall be clean and sanitary.
4. There shall be separate bath and toilet facilities for boys and girls.
5. There shall be an adequate supply of soap, towels, and tissues.

## **616 Health & Safety**

1. The facility shall have an operable telephone or comparable communication system.
2. The facility shall have a continuous supply of clean drinking water. If the water source is not a municipal system, the source must be approved by the Arkansas Department of Health annually.
3. A private sewage/septic system shall be approved by the Arkansas Department of Health.
4. There shall be operational smoke detectors near the cooking area, heating units, and within ten (10) feet of each bedroom.
5. An operational chemical fire extinguisher or other fire suppression system approved by local fire inspection officials shall be in the cooking area of each building. Approval of the fire suppression system shall be documented.
6. There shall be an emergency evacuation plan diagramed and posted in each building used by children.
7. Fire drills shall be practiced each month, and severe weather and other appropriate emergency drills shall be practiced quarterly. A record of drills shall be maintained, showing date and time of day of the drill, number of participants, and length of time required to reach safety. Each newly admitted child shall be instructed in emergency procedures during orientation.
8. All medications shall be kept securely locked.
9. The facility shall have proof of current rabies vaccinations for all household pets as required by Arkansas law.

## **617 Transportation**

1. The facility shall have its own transportation available.
2. Any vehicles used to transport children shall be maintained in compliance with motor vehicle laws, and be insured.
3. Children shall be transported only by an authorized person possessing a valid driver's license.
4. Children shall be transported according to Arkansas law, including, but not limited to, use of safety belts, child safety seats, and smoking restrictions.



## ATTACHMENT F

CLIENT RESIDENT COUNTY:

\_\_\_\_\_

### Arkansas Department of Human Services Division of Children and Family Services CLIENT DEMOGRAPHIC INFORMATION

1. Name of Service: \_\_\_\_\_  
Provider's Name: \_\_\_\_\_  
Purchase Order Number: \_\_\_\_\_
2. Initial Date of Service Delivery: \_\_\_\_\_
3. Subsequent Service Delivery Dates  
Dates of Service: \_\_\_\_\_ through \_\_\_\_\_ (if services were **regularly** delivered on more than one date)  
Dates of Service: \_\_\_\_\_ (if services were **irregularly** delivered on more than one date)
4. Service court ordered: ☐ **YES** ☐ **NO** ☐ **Don't Know**
5. Client's Name: \_\_\_\_\_ (identify only last name, if service is provided to a family unit)  
last name first name
6. Client(s) has an active case with the DCFS ☐ **Yes** ☐ **No** ☐ **Don't Know**  
If yes, specify the type of DCFS case  
☐ **Protective Services** ☐ **Foster Care** ☐ **Supportive Services** ☐ **Adoption**
7. Services rendered to **an individual** ☐ **Yes** ☐ **No**  
if individual ☐ **Male** ☐ **Female** Age \_\_\_\_\_
8. Services rendered to **a family** ☐ **Yes** ☐ **No**  
If family, the head of house hold is ☐ **Married** ☐ **Separated** ☐ **Single**  
(choose one of the above)  
For the single, head of household is  
☐ **Mother** Age \_\_\_\_\_  
☐ **Father** Age \_\_\_\_\_  
☐ **Grandmother** Age \_\_\_\_\_  
☐ **Grandfather** Age \_\_\_\_\_  
☐ **Sibling, Sister** Age \_\_\_\_\_  
☐ **Sibling, Brother** Age \_\_\_\_\_  
☐ **Other, Specify** Age \_\_\_\_\_  
(choose one of the above)

**CLIENT DEMOGRAPHIC INFORMATION CONTINUED**

Number of Children \_\_\_\_\_

<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age _____
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age _____
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age _____
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age _____
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Age _____

☐ Other Members, Specify \_\_\_\_\_ ☐ Male ☐ Female ☐ Age \_\_\_\_\_

☐ Other Members, Specify \_\_\_\_\_ ☐ Male ☐ Female ☐ Age \_\_\_\_\_

9. Race: ☐ Black, (African American) ☐ White  
☐ Hispanic ☐ American Indian, Alaskan Native  
☐ Pacific Islander ☐ Multi-Racial  
☐ Other, Specify \_\_\_\_\_

10. Family has received prior services from provider ☐ Yes ☐ No

Explain (when & why) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT G**

### **Division of Children and Family Services Service Areas**

<b>Area 1</b>	<b>Benton Carroll Madison Washington</b>	<b>Area 2</b>	<b>Crawford Franklin Johnson Logan Scott Sebastian Yell</b>	<b>Area 3</b>	<b>Clark Garland Hot Spring Howard Montgomery Perry Pike Polk Saline</b>
<b>Area 4</b>	<b>Columbia Hempstead Lafayette Little River Miller Nevada Ouachita Sevier Union</b>	<b>Area 5</b>	<b>Baxter Boone Conway Faulkner Marion Newton Pope Searcy Van Buren</b>	<b>Area 6</b>	<b>Pulaski</b>
<b>Area 7</b>	<b>Bradley Calhoun Cleveland Dallas Grant Jefferson Lincoln Lonoke Prairie</b>	<b>Area 8</b>	<b>Clay Craighead Fulton Greene Izard Lawrence Mississippi Randolph Sharp</b>	<b>Area 9</b>	<b>Cleburne Crittenden Cross Independence Jackson Poinsett Stone White Woodruff</b>
<b>Area 10</b>	<b>Arkansas Ashley Chicot Desha Drew Lee Monroe Phillips St. Francis</b>				